UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA

Claim No: 1998A12422

vs.

88888

Johnnie U. O'Neal

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 1981 W. Mcnichols Road Apartment C309, Highland Park, Michigan 48203.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (after application of all prior payments, credits, and offsets)	\$3,065.63
B. Current Capitalized Interest Balance and Accrued Interest	\$3,506.43
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (Debtor payments, credits, and offsets)	\$340.91

E. Attorneys fees

\$0.00

Total Owed

\$6,572.06

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

- B. For attorneys' fees to the extent allowed by law; and,
- C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Name: Johnnie U. O'Neal Address: 1671 W. Buena Vista St.

Detroit, MI 48238

 \mathbf{S}

Total debt due United States as of 11/24/97: \$3,321.81

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$3,065.63 from 11/24/97 at the annual rate of 8%. Interest accrues on the principal amount of this debt at the rate of \$.67 per day.

The claim arose in connection with a Government insured or guaranteed loan(s) made by a private lender and assigned to the United States.

On 10/27/89 & 03/27/90 the debtor executed promissory note(s) to secure loan(s) from Farmers & Merchants Bank under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. Part 682). The holder demanded payment according to the terms of the notes(s) and on 05/23/91 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$ 296.68 thereby increasing the principal balance due to \$4,910.17.

After application of the last voluntary payment of \$32.49 which was received on 09/12/97 the debtor now owes the following:

Principal: \$ 3,065.63 Interest: \$ 256.18 Administrative/Collection Costs: \$ 0.00 Penalties: \$ 0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

Loan Analyst

Litigation Branch

Court defend of ma regula . Merau von Ima

A to

jala inidani. Laja inidani

11.5

allin stres

DIG EMERIAL

s and are

T. PERS MENT

į

Sec. 3. 754.

a real results of the Ni

HOLD BEFORE

similar to the hear hear

a yet

ארופטי רא a decrement from

Supram ed Phice v., A. F temerana at s

sanod or samin's sectoral

מוניניי דיימיי אורב de out it is to the Merculanda (Maria Maria Maria

are applicable with the second second

"我不懂你们的一点。

at the obtaining the come of the common the common that the common the common that is a common that the common

La loro a tris idian i laccorda La mance Foral latter a

and the an airphie for forth, thinkers,

7 -- 4.4

proprietable programme

र्कार के किल्लास्थल प्रकार कर के किल्ला के किल्ला के किल्लास्थल के किल्ला के किल्लास्थल के किल्लास

sing agus puprantes 🦠

" Trainmet

The second of the second and the second of t

areas Popular Barbara.

medical repression within 120 days of preparations

in a strike before threceive the got town a continual dentities all the towns of air town.

in the draft the jender has about on you want to the foant's support of the draft is support to the training to the second of th

i Arakija

musti, si

16.50

reservoir by the research and and the Sub-mail in and in the corporate that they they does now with

BOLDSURE OF LOAN INFOR

the all factors organis, fine

and the second

volume of year or me heaven in

11978 A

Filed 07/18/12 Pg 5 of 7 Pg ID 5

The content of the co ectibel. Inder na Adi Pro described (Per riced - Pro

G. POPBEARA ROE

If am unable to the Ly this both its accordance with the term's estables for other Pepayment in this Note I may request the enterior modify these reme. I underefried that such modification would be at the control of at Dental and the Community of the State of the contraction of recovery of the state of the stat mining amemakan sek

H. DEFAULT

and a longer fault lives invitation and of the follow-- currier cardithal is The artificial median in the sheet up and the first like turbre persists for 180 days

ů.

connuencymae, a monthly engagements or 240 says for a scan repayable in less frequent

to at polarning this form onal ourooses: I'm acclication for the time identified as my loan

ip to less than a haif-time student, (b) change my iga my permanant vidress

into the unit, including interest, immediately due intersity of achoese it have attended for am currently

Title IV programs and any of the following lederal: The committee of the co

ier Repayment and Deferment in this Note: ring after byys leas that are permitted by federal amounts of this local is referred for collection to an a Fractices Act if will day collection costs not to trued interest. Declaring these amounts immedir, which it may do only after complying with appli-ire to exercise this potion does not constitute a La later date:

ren los rendires (à pay HEAF all amounts owed.

in the charge of the laboration partial a required to the Color of the Willen avadence that verifies their color Celor ment in this Note A late charge i netallment

dits répliyment will be reported to one or more the lender, holder or guaranty agency will also This may eightlicanty and adversely affect my earanty agency must notify me at least 30 days disclosive thereof bureau organizations unless is. The lenger must provide a timely response to acting cojections: might raise with that organiormation reported about me.

the United States of America that the following information contained in my application for this improved and belief and is made in good faith. my man checkes) pintly payable to me and my tender any refund which may be due me up to tational insulution that I may attend or HEAF to in in their ligents, how requested information tailed prior their history, current address), Lalso I, the aducational astitution, or HEAF to make or prior or accessional lenders or holders, with Litaiso tumos ou malender, subsequent holder, he inquires to malestana tihave listed in my remognity currant automess and feliaphone num-ering multiplicant ournoses for the scademic fail assitution have on the application, either those in the victimest veil seek or surabited that the committee of the loan period

And the Assignment of the Connection of the Conn estitute e en stantage en en den en en de de mogram konvincion en entre la manifolise di statant ropin mogram en persi en en en aum 40 may plantere ropins sunder that

SOHOOL DEPTHOLATION

Action of an expension of the state of the control of the control

er etstälde or he none:

i mag iz

·

The state of the s School Caralication is true, complete, and correct to the best of my knowledge and heref.

AFFIX TO BACK OF PROMISSORY NOTE

er in terminal rest

S. N. W. W.

Sulvadra by the Becretary, well-

FOR Eliminated CAR is - 31 _±1 = 2 - 31 _±1 = 2

71 70

. /3

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

- 1. Warrants that:
 - a) no defense of any party is good against the undersigned; and
 - b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
- 2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.
- 3. Acknowledges that:
 - a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
 - b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

DATE 10-87 F0025

ું સ્વાહું જુ

31.77 s 41.22 s

41.7

1400.0

1.3771.777.7 nation to seemy this loan shap at o

E. PREPAYMENT

licition to burden, sent to the complete the expectation of the expectation of the sent to the content of the content of the expectation of the ex time impaid principal. esonist have that. The amount of any such repatie with a combitted by the same methodoly which They to with this same computed.

GUARANTEE STUDENT LOA (GSL) APPLICATIOI PROMISSORY NOT

`	•			,			
SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK_PRESS FIRMLY OF	RTYPE) A	™ L :∩:	<u> </u>	***	- 14 8年 第 25 (17 人) - 1 - 14 (18 8年) - 1	产品股	公開國際
1. NAME (NO NICKHAMES) / D 3	3 0 4	9 4 S	OCIAL SECURITY	NUMBER	la WHEN WERE	YOU BORN?	e necessities des la constitue de la constitue
LAST / Neal FIRST JOY	Thnie.	$_{ extsf{M}}$.	<i>-</i> ,			,	ブラ
4. PERMANENT ADDRESS	40				5. PERMANENT	HOME PHONE	
5366 CIRAND SIVO #40	0'1				(3\\\3\)	5] -X	513
CHY		ş	IATE		ZIP 2 CV	7	
1) ptroit			11		480	/	
6. U.S. CITIZENSHIP STATUS (CHECK 1 OR 2) ALIEN ID NUMBER IF APP		MANENT RESIDENT	ף חסוווכס ו וו	LEVICE VILLYDED VIE AUTI UU VI	OT HAVE A LICENSE.	8b. STATE IN LICENSE ISSI	WHICH
1 Lets. Citizen or 2 Permanent resident or National 2 Other Eligible Alien		ML.	1	_		Mcc	<u> </u>
9. ADDBESS OF BORROWER WHILE IN SCHOOL (STREET, CITY, STATE, ZIP)							
sime as doore	T						
10. PHONE AT SCHOOL ADDRESS 11. MAJOR COURSE OF STUDY, SIN INSTRUCTIONS IN APP. BO	OKLET	AN AMOUNT REQUESTED	00	13. LOAN PERIOD	O BY\ 70	, P	CYA.
45/356-661 (compter Tech	1,00094 \$	J. J	.00.		1701		190
PRIOR LOAN INFORMATION: READ INSTRUCTIONS IN THE APPLICATION BOOKLET	(E)	nina sunda hai i airina	······································	Let leves estimines			
14. HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, PERKINS, CONSOLIDATED, 11: OR INCOME CONTINGENT LOAN? YES (GIVE DETAILS ON SEPARATE SHEET)	YES (GO TO 15b)	PRIOR ONPAIN ESL LOANS?		15b. IF YES, TOTAL UNPAID	BALANCE OF GSL LOAN	· ,	
16. UNPAID PRINCIPAL BALANCE OF MOST RECENT PRIOR GSL 17. GRADE LEVEL OF M		7	START MO	LOKA	INTEREST RATE OF MC	CT DECENT DOIN	D CCI
s 24 25	IN APP. BOOKLET	18. LOAN PERIOD S DATE OF MOST PRIOR GSL	RECENT	2 09	7%	A 8%	∏ 9%
	COCO AND DUONE MUNA		$-\mathcal{H}$	1/212/1			
REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRE	SSES AND PHONE NOM	PIJH. PINIS		200.	2 dala	2 11	
P G NAME OF COLOR NAME OF COLO		y Charace	-	- R F NAME 7/01	a Colemi	an_	
STREET 15 12 1 1 STR	EET PAC 4 7 C	1 -000 C1 30		- L STREET S SS	ST M		
T CITY STATE 7IP	Y. STATE ZIP	1		_ T N CITY, STATE, ZIP	Jei , []	2000	
<u></u>		*		<u>Ē</u>			
NOTICE TO BORROWER: You agree that the lender identified in Section c is the lender you have cho PROMISE TO PAY: I promise to pay to the order of my lender the entire Loan Amount Requested sh	own above, to the extent	that it is advanced to me, include	ling the Guarantee	Fee and the Origination Fee and	f Interest of the unpaid p	incipal balance, su	bject to the
terms and conditions described on the reverse side of this Promissory Note and to the terms and of and I agree to the Borrower's Certification on the reverse side of this Promissory Note.	conditions contained in th	e Disclosure Statement that will	be provided to me	no later than the time of the fir	st disbursement of this lo	an. I have read, I u	inderstand,
I understand that this is a Promissery Note. I will not sign it before reading all of its provisions, ever	n if otherwise advised. I a	m entitled to a copy of this Pror	nissory Note. By s	igning this Promissory Note I ac	knowledge that I have re	ceived an exact co	py of it.
21a. SIGNATURE OF BORROWER (APPLICATION CANNOT REPROCESSED WITHOUT SIGNATUR	E)				21b. DATE BOF	ROWER SIGNED	O->\r
x forme oreas	-					181	70"
SECTION 1/TO BE COMPLETED BY SCHOOL (BORROWER: DO NOT WRITE IN SECTION:	S BELOW)	•]				
	100 · L	T 1.6+	24. PHI	JNE 1551 1.1.	25. SCHOOL C	ODE 7 G / 2.	_
23. ADDRESS (STREET, CITY, STATE (ZIP)	meny	Institu	<u> </u>		(3 O(1075	
21700 Northwalern Hi	VIII	W. Fig.	d M	11 49n75	- 20. 30,000		
27 28 PERIOD LOAN WILL COVER / 29 S	TUDENT'S GRADE LEVE	L (CHECK ONE)	<u> </u>	30. ANTICIPATED GRADU	ATION DATE 31 STUD	DENT STATUS (CHI	FCK ONE)
770 MO 100 170 170 170 170 170 170 170 170 170	ESP. UNDERGRAD.	GRAD. [6] [7]] [8] [9] [1	אלו האל	KR .	EPENDENT_	INDEPENDE
32. ADJUSTED GROSS INCOME (AGI) 33. COST OF ATTENDANCE FOR LOAN PERIO	D 34. ESTIMATED	FINANCIAL AID FOR LOAN		FAMILY CONTRIBUTION (EFC)		CE (ITEM 33 LESS AND 35) OR LEGA	<u> </u>
\$ 5.341 \$ 5 120 ·	PERIOD \$)	s 5		S 5	AND 35LOR LEGA	L MAXIMUM
37. SUGGESTED DISBURSEMENT DATES			-1			<u> </u>	
1ST DISB. M DAY 3 90 2ND DIS	ib. MOG	25 90		3RD DISB. MO	DAY	YR	
38. DO SUGGESTED DISBURSEMENT DATES : 39. WILL THE STUDENT ATT	END A FOREIGN SCHOOL	L? 40. SCHOOL	USE ONLY	······································			****************
YES [NO [] A YES [NO						М.
1 HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PRINTED ON THE REVERSE SIDE OF THIS APPLICATION.	Lan ande	41b. DATE	DAV	41 c. PRINT NAME AN	D TITLE //	1 /	119 x0.
	enneer	1 19	D 19	& Liddi	e Mun	edy,	Adne
SECTION C -,TO BE COMPLETED BY LENDER 42. NAME OF MENDER	•		1	44. LENDER CODE	148. LOAN DISBURS	EMENTS	
FARMERS MERCHAY	LC DVOK			Scalil 8	Z MO DAY	YR S	AMOUNT
43. ADDRESS (STREET, BUILDING)	1			<u> </u>	<u> </u>		
COLBY, KS 67/9	i			45. BRANCH CODE	MD DAY	YR \$	AMOUNT
CITY, STATE, ZIP 9 1 and at Code #804	102			46,			
CITY, STATE, ZIP Lender Code #804~	+00				MO DAY	YR S	AMOUNT
50. IS THIS AN 51. LENDER ACCOUNT NUMBER	52. LENDER US	E ONLY		47.	49. TOTAL LOAN A	NOUNT APPROVE	.
Unsubsidized Loan? Yes			1		s 2	405	.00
SECTION D - TO BE COMPLETED BY HEAF		53a. SIGNATURE OF LENDIN	IG OFFICIAL	/ /	53b. DATE SIGNED		
		IX KRLKH	とし 🔆	errell	MO[M
54. HEAF USE ONLY 55. PROMISSORY	NOTE STATUS	53c. PRINT NAME AND TITL	E _				· · · · · · · · · · · · · · · · · · ·
A304 GSL-F0304A 2-88		1 MILIST	1 1	rivell.	\leq		

lute of it J.S. Sept. July . 414 475 45

te con line to the control of the co inde co Thirties in the ing a series of the series of

violita leo 1936 ann and a superior of the second o 14 54 E 1-1 in Beibeenbert febriteftebei feit is eine ei morestim to an יי יאונכ חב פעייי e diei astrii. terior of ar

torrowing : 100001-000 Mar. FOAING ٠,٠ 13.

r da Loane L. Grandino, EE J. montheum (met an h.) Grapp (decream many) 70.74 Mark y as a sar sale they stiffed to be and

ising with the 12 to lear of his your renter u ontra electric 20.00 nger (r

PRINTSETT 127

Markly was to

. nam ini paji ^a

Tuurani, ir tii kalaanin ye Fili telim testii niigee Pening (and the second second almotiver material annead ar la ាត់ ស្រីបាត់ក្រុង ពេក ביי בביי.

. . a plate organism of the others particles प्रधानकारक स्थान स्थान कार्याचनका or toxonorian con anyone attributors न्तरं । प्रकासीकारं रहत कंद्रमुख्या क्षावादी सिम्ह हुन्यू क Calcondaption etter

arang in the manufactural and another the property of the p

DISCLOSURE OF LOAN IN m and that be perreceived by that nuntrihal identifies. The James Con-

C. TENERAL

curof autendictual the latter aus autober to concern of this line transis but led to large and the latter to the second of the latter Ter A (no. 74) tedana legistions adonus sicre de Fati no colonad project es se (m. 101) das c formio f

. 21 41

detailion to secury bis man (not be a 10 of 10 of 20

P EPAY MENT $x \not \in \operatorname{Mis}^{n}$ 100

AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

- 1. Warrants that:
 - a) no defense of any party is good against the undersigned; and
 - the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
- 2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.
- Acknowledges that:
 - a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
 - b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

SIGNATURE F0025 10-87

44.4

وراحف والفالوروف مني فيما

The property of the last transfer and a consequent of the second of the

m. in writing

ா இது பேரும் நடித்தின் பெர்க்க வெள்ள accordance with the terms established under Repayment in this let may be present the accordance of specific these terms. Funderstand that such modification would be in the such as a such a emovander that Decides a caller introduction and teath, as associated in his Note) and that dur-castern (with similar or porganic for earns and mississ, which the render may (a) collect from that is 10 becomes that the first innote a callerge of this loan.

H. DEFAULT

Fig. 1. 1999 Indicated that under my Activation (EAFT) and Regulations, any of the followmayerin sa each

isk stall and read and instead new mean washing to low you. The this failure persists for 180 days each of the control of the

purcose et optamina inis loan. aucational purposes.

slicted the application for the time identified as my loan

at trop to less han a half-time student, (b) change my d) shange my dermanent address. 🦠 י ולוֹב 'כמח

diamount of the loan, including interest, immediately due

any disclose to schools I have attended (or am currently

um all Title IV programs and any of the following federal stemat | pandamily Grant, Dollege Work-Study, State nerry coded National Direct Student Chant, Guaranteed r Students (SLS), PUB Joans, or Consolidation Loans; ad under Aspayment and Determent in this Note;

In thicking another sifes, that are cernitted by federal seland units if the loan is returned for collection to an langua fundices Act, I will be collection costs not to hid accrued interest. Declaring these amounts immediate tended which it may do only after coinclying with applia turn to exercise this option does not constitute a house sister date:

y Thes be required to pay HEAF all amounts owed.

to mean transmarge dilifacità di se all or partial a required न्त्रास्त्र का व (fini to faravirle what in levidence that verifies राज कार्यकार का जिल्लाका कि जाड़ Note. A late charge th late installment.

TION

an artistic repayment will be recorted to one or more Than, the lentier, holder or guaranty agency will also bus. This may significantly and adversely affect my for guaranty, concern must conful me at less 100 days this beidign, into predictions unless. Juays. The lander must provide a timely response to regarding objections I might raise with that organiof information reported about me

ve in the United States of America that the following the information contained in my application for this my knowledge and belief and is made in good faith, trake my loan check(s) jointly payable to me and my that lender my refund which may be due me up to educational institution that i may attend in HEAF to nolder, or their agents, any requested information on status, priorioan history current address). Falso Igent, the educational institution of HEAF to make this or prior or subsection if enders or holders, with method literal subsequent notices, which is the property of the personal nave is all in my it is not the current address and telephone numis the adjugational duposits for the academic

The many institution name with the application, as the control of di miningerial grouping in the timus guarantee il supperi pun program ennyto (tes entire control contr A Section of the

LOEPTH DATEN

th the second

is a factor and a country. A configurational and a configuration which are simple and a management of the country of the count · · rogram detero----- determined to ... e trine ban applied Tipe to an interest to the control of the control o Eligada Crividase . to the little of any loan made Latture. The interest of the end of the second of the s Fig. 1. An arms of the second suctions for the and procedures of

E. PREPAYMENT

.: :

is a company where construct the members of any interest of any property of the environment of a company of a construction of a constructi

paramental